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E-filing

SLM

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6
7 IN THE UNITED STATES DISTRICT COURT
8 FOR THE NORTHERN DISTRICT OF CALIFORNIA
9

10 UNITED STATES OF AMERICA,
11 Plaintiff,

Case No. **CV 08 3091**

12 v.

COMPLAINT
(Student Loan\Debt Collection Case)

13 THINH Q. LE,
14 aka THINH QUOZ LE,
aka PETER QUOC LE,

15 Defendant(s).
16 _____/

17 Plaintiff, through its attorney, alleges:

- 18 1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section
19 1345.
20 2. Defendant resides in the Northern District of California.
21 3. Defendant owes plaintiff \$8,306.08, plus additional interest according to the
22 Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit A.

23 WHEREFORE, plaintiff demands judgment against defendant for the sum of
24 \$8,306.08, additional interest to the date of judgment, attorney's fees in the amount of
25 33.33% of the debt, and court costs.

26 Date: June 23, 2008

27 
28 LAW OFFICE OF MICHAEL COSENTINO
By: MICHAEL COSENTINO
Attorney for the Plaintiff
United States of America

U.S. DEPARTMENT OF EDUCATION

**CERTIFICATE OF INDEBTEDNESS
SAN FRANCISCO, CALIFORNIA**

Name: Thanh Q. Le
AKA: Thanh Quoz Le
Address: 160 E. 14th St. # 5
Oakland, CA 94612
SSN : 2159

Total debt due United States as of: 05/28/97 \$13,917.58

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$8,306.08 from 05/28/97 at the annual rate of 9%. Interest accrues on the principal amount of this debt at the rate of \$2.05 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 10/01/83, 08/17/84 & 02/11/86 the debtor executed promissory note(s) to secure loan(s) from Citibank (New York State), N.A. - Fairport, NY & Citibank, (N.Y.S.) N.A. - Rochester, NY under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 11/09/88 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$806.31, thereby increasing the principal balance due to \$8,306.08.

After application of the last voluntary payment of \$0.00 which was received on NA the debtor now owes the following:

Principal:	\$8,306.08
Interest:	\$5,611.50
Administrative/Collection Costs:	\$0.00
Penalites:	\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

6/5/97
(Date)

James Kerner
Loan Analyst

EXHIBIT A